MOA between Columbia Memorial Hospital (CMH) and Oregon Nurses Association (ONA)

Memorandum of Agreement

Discontinuation of 24/7 nurse call MOA

To promote improved caregiver satisfaction, decrease burnout, promote work/life balance, but still ensure that CMH can provide safe and high-quality care consistently to patients presenting to the Family Birth Center, both parties agree to enter into this MOA.

1. CMH will discontinue the requirement for RN’s to cover 24/7 call shifts for the Family Birth Center (FBC). Management and ONA agree the FBC Scheduled Call MOA (dated 7/25/18) to be no longer in effect.

2. ONA bargaining unit nurses agree that having two RN’s in house is the minimum standard and will try to staff the unit with that standard whenever possible. Increases in acuity and sick calls are unforeseen with usually minimal notice but staff acknowledge the importance and will try to cover those needs whenever possible.

3. The following process will be followed to assure the hospital can fill needs when they arise:
   a. All FBC nurses will agree to sign up for a mass notification distribution of staffing requests through the CMH mass notification system (currently Everbridge: A 15-minute response time for the first notification, then a second notification will be sent out with an additional 10-minute response time, from when that notification is sent).
   b. For the first 3 months, if the staffing need is due to increased patient acuity/census (request for 3rd nurse), the FBC manager will be contacted by the charge nurse prior to requesting additional staff to assure that all options for safe patient care have been evaluated.
   c. Nurses preferring to provide their availability for additional shifts in advance may sign up to be on call. Any such nurse placed on voluntary call will receive on-call pay per the collective bargaining agreement. Nurses on call will be called in before a notification is sent to other FBC nurses in accordance with Section 3 (a), above. Signup sheet for on call shifts will be in the house supervisors’ office.
   d. The nurse selected to come in after a notification of need under this MOA, whether from on call status or pursuant to the mass notification system, will be paid premium pay of time and one-half plus applicable differentials for the time worked in accordance with Article 31 of the Collective Bargaining Agreement. The premium pay will only apply to full and part time nurses as well as relief (if scheduled 8 shifts a month) to be consistent with the collective bargaining agreement.
   e. An average of 30% or less of the shifts each month will have a 3rd scheduled nurse. This will be evaluated at least once a year and may be changed by mutual agreement if patient volumes have increased enough to add more scheduled nurses.

4. Failure of this new process will mean immediate return to the previous MOA for 24/7 RN call shifts. "Failure" of this process is defined as a pattern of CMH being unable to cover a staffing need/short notice vacancy that would have been covered if an FBC nurse had been on call under the previous MOA for 24/7 RN call shifts. A pattern is defined as a repeated inability to obtain an FBC nurse to staff vacancies on certain types of shifts, including but not limited to nights, weekends, or holidays. There will be a log maintained between ONA and management documenting the dates and the shifts that could not be covered. At any point, either party may decide to meet and discuss the need to end this agreement. If the agreement is terminated due to a failure as defined above, the parties agree to return to the previous FBC Scheduled Call MOA (signed 7/25/18) with the next schedule posting. In special circumstances due to an urgent need to return to the 7/25/18 MOU agreement, changes may be made to a schedule that has already been posted, if the affected nurses will still have at least fourteen (14) calendar days' notice to the date the change would occur, and phone call notification of the change has been given.

Judy Geiger 4/11/2020
VP Patient Care Services, CMH

Amber Cooper 6/14/20
Labor Representative, ONA